They would nullify each other as rules of law, and leave the question one purely of fact, to be decided upon the balance of probability. *Turner* v. *Williams*, 202 Mass. 500, 89 N. E. 110. See THAYER, PRELIMINARY TREATISE ON EVIDENCE, 343–351. A more satisfactory method is simply to assert a strong public policy in favor of the marriage, and require an equally strong balance of probability to overthrow it.

QUASI-CONTRACTS — MONEY PAID UNDER DURESS OR COMPULSION OF LAW — THREAT TO PROSECUTE A RELATIVE AS DURESS. — In an action on certain promissory notes, the defendant counterclaimed for the amount already paid on the notes, alleging that they had been extorted from him by the plaintiff's threats to prosecute the defendant's brother-in-law for a felony. There was no allegation as to whether a felony had or had not been committed, nor had any prosecution been begun. To this counter claim the plaintiff demurred. *Held*, that the demurrer was erroneously overruled. *Union Exchange National Bank* v. *Joseph*, 185 N. Y. Supp. 403.

In general, money paid because of threats and for no other reason, can be recovered. *Robertson* v. *Frank Brothers*, 132 U. S. 17; *Horner* v. *State*, 42 App. Div. 430, 59 N. Y. Supp. 96. And many courts permit such recovery even though the transaction was in the nature of compounding a felony. *Wilbur* v. *Blanchard*, 22 Idaho, 517, 126 Pac. 1069; *Nelson* v. *Leszczynski-Clark Co.*, 177 Mich. 517, 143 N. W. 606. See *Schoener* v. *Lessauer*, 107 N. Y. 111, 13 N. E. 741. But there is considerable authority to the contrary. *Jourdan* v. *Burstow*, 76 N. J. Eq. 55, 74 Atl. 124, aff'd, 78 N. J. Eq. 587, 81 Atl. 1133; *Haynes* v. *Rudd*, 102 N. Y. 372, 7 N. E. 287. Even under the latter rule, however, recovery will be denied only if it appears that a felony was actually committed, or a prosecution instituted. It might be urged that it is equally against public policy to permit suppression of the investigation of merely alleged crimes. On this view alone can the principal case be supported, unless it be that threats to prosecute a brother-in-law cannot constitute such duress as will justify a recovery. On this point the authorities differ. In some states an obligation may be avoided if incurred solely to relieve a son-in-law from prosecution. *Nebraska Mut. Bond Ass'n* v. *Klee*, 70 Neb. 383, 87 N. W. 476; *Fountain* v. *Bigham*, 235 Pa. St. 35, 84 Atl. 131. And if the benefit of the rule is to be extended beyond cases involving close blood relations, there seems to be no reason why it should not be applied in the principal case. The doctrine might be carried even further, and held to cover all cases where the obligor's freedom of will is coerced by threats of harm to another. See *Davies* v. *London Ins. Co.*, L. R. 8 Ch. Div. 469.

STATUTE OF FRAUDS — PART PERFORMANCE — WHAT ACTS ARE SUFFICIENT. — A purchaser orally agreed to buy land of a vendor to give to the purchaser's niece. In reliance on the gift, the niece entered into possession. The purchaser died before the sale's completion. *Held*, that the vendor may specifically enforce the contract against the purchaser's estate, for the benefit of the niece. *Hohler* v. *Aston*, [1920] 2 Ch. 420.

It is settled law that part performance of an oral contract to purchase land takes the case out of the operation of the Statute of Frauds. See FRY, SPECIFIC PERFORMANCE, 5 ed., § 578. By the prevailing rule it is sufficient part performance if the purchaser is put in possession under the contract. *Butcher* v. *Stapely*, 1 Vern. 363; *Earl of Aylesford's Case*, 2 Strange, 783. See BROWNE, STATUTE OF FRAUDS, 5 ed., § 467. Many American jurisdictions require something more. *Bradley* v. *Owsley*, 74 Tex. 69. See 5 POMEROY, EQUITY JURISPRUDENCE, 4 ed., § 2243. The prevailing rule was adopted at a time when the manifest hostility of the English Chancellors toward statutes was coupled with an exalted sense of their ethical responsibilities. It originally contemplated